

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute a Locally Funded Agreement with the State of Florida Department of Transportation for the Construction of State Road 426 from Tuskawilla Road to State Road 417 (FDOT - Financial Management Numbers 423311-1-52-01 & 423359-1-52-01).

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar

EXT: 5702

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a Locally Funded Agreement between the State of Florida Department of Transportation (FDOT) and Seminole County for the Construction of State Road 426 from Tuskawilla Road to State Road 417 (FDOT - Financial Management Numbers 423311-1-52-01 & 423359-1-52-01).

Authorize issuance of a check in the amount of \$2,000,000 from funds in the County's 2008/2009 Fiscal Year Budget to be paid to the Florida Department of Transportation by at least 60 days after execution of this agreement or not later than October 19, 2009.

District 1 Bob Dallari

Jerry McCollum

BACKGROUND:

The scope of the County's project consists of the addition of two auxiliary lanes and milling and resurfacing of the existing pavement on State Road 426 between Tuskawilla Road and State Road 417. In addition, Tuskawilla Road at the approach to State Road 426 will be widened to provide southbound triple left turn lanes and dual right turn lanes. The project is currently under design by Seminole County using funds from the 2nd Generation Sales Tax Program and final plans are scheduled to be completed in June of this year (Capital Improvement Project Number 00191646). Construction is expected to begin by early 2010.

FDOT currently has a project under design for milling and resurfacing of State Road 426 from the Orange County Line to Deep Lake Road, west of SR-417. The section of the FDOT project from Tuskawilla Road to Deep Lake Road overlaps the limits of the County's State Road 426 project, described in the preceding paragraph. Coordination between the County and FDOT staff determined it would be most cost effective to combine projects and FDOT would manage execution of the construction contract.

Seminole County currently has \$2,000,000 budgeted in Fiscal Year 2008/2009 for construction of this project. The latest cost estimate for construction of the County's improvements as a stand-alone project, which includes construction inspection services, is approximately \$2,500,000. Due to the considerable cost savings achieved by combining the projects, FDOT has agreed to accept the currently budgeted amount of \$2,000,000 to manage and complete construction of the combined projects. Therefore, by execution of this agreement

with FDOT, the County will save an estimated \$500,000. This payment is a lump sum payment to FDOT and Seminole County will not be responsible for any construction costs over the \$2,000,000 payment contained in this agreement.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the Resolution and authorize the Chairman to execute a Locally Funded Agreement between the State of Florida Department of Transportation (FDOT) and Seminole County for the Construction of State Road 426 from Tuskawilla Road to State Road 417 (FDOT - Financial Management Numbers 423311-1-52-01 & 423359-1-52-01).

Authorize issuance of a check in the amount of \$2,000,000 from funds in the County's 2008/2009 Fiscal Year Budget to be paid to the Florida Department of Transportation within sixty (60) days after execution of this agreement or not later than October 19, 2009.

ATTACHMENTS:

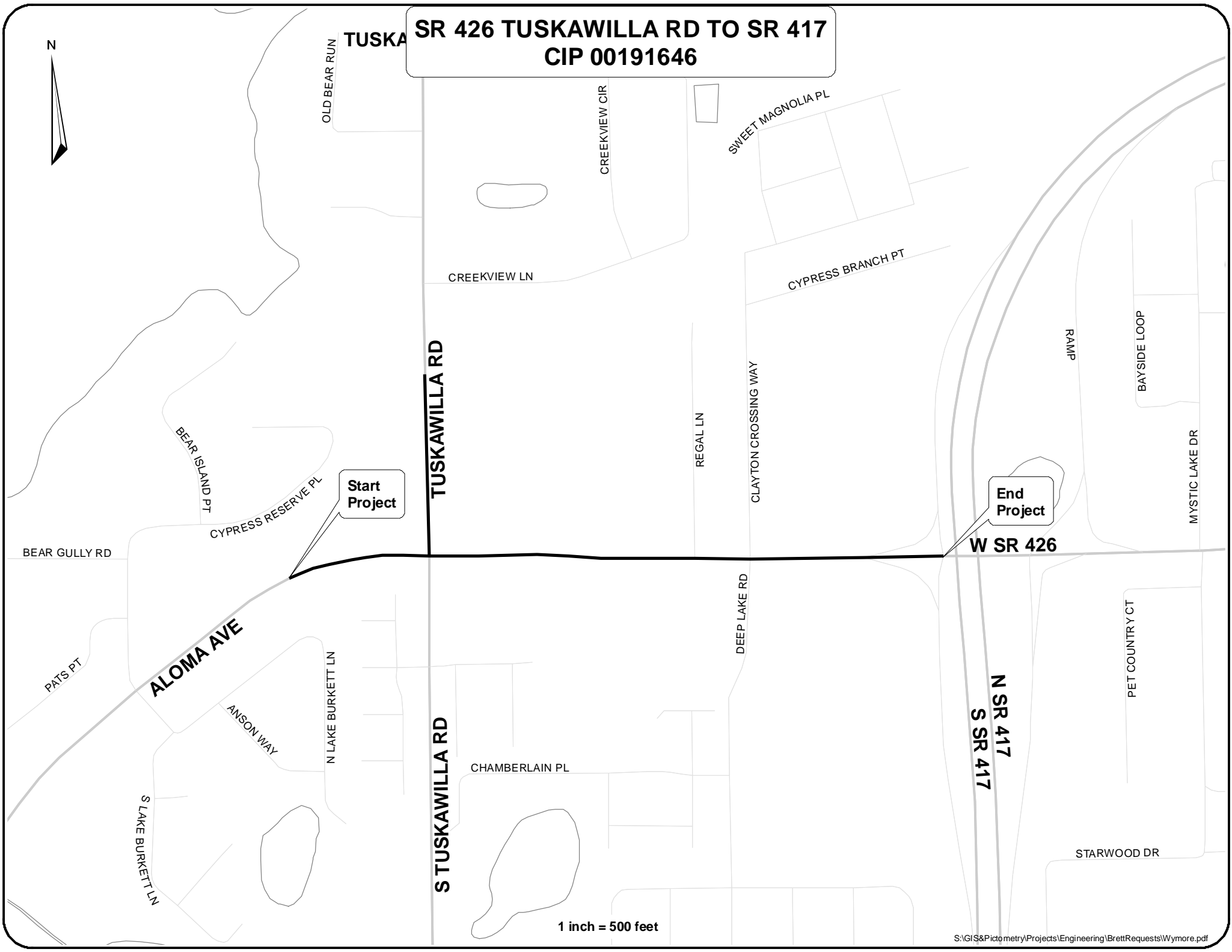
1. Location Map
2. Resolution
3. Locally Funded Agreement - FDOT - State Road 426

Additionally Reviewed By:

- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☒ County Attorney Review (Matthew Minter)



SR 426 TUSKAWILLA RD TO SR 417
CIP 00191646



RESOLUTION NO. 2009 - R - _____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 14th DAY OF April, 2009.**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the construction of State Road 426 from Tuskawilla Road to State Road 417; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement for the aforementioned project, (FDOT Financial Management Numbers 423311-1-52-01 & 423359-1-52-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement for the aforementioned project, (FDOT Financial Management Numbers 423311-1-52-01 & 423359-1-51-01).

ADOPTED THIS 14th **DAY OF** April **A. D., 2009.**

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Bob Dallari, Chairman

City: Seminole County Vendor No.: F596000856-065	Fund: LF Contribution Amount: \$2,000,000	Financial Management No: 423311-1-52-01 & 423359-1-52-01
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into this ____ day of _____, 2009, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is authorized to contract with local governmental entities to the maximum extent possible for performance of its transportation responsibilities; and

WHEREAS, the DEPARTMENT is currently under construction for the Project described as the "Construction of Two Auxiliary Lanes, Milling and Resurfacing of SR 426 from Tuskawilla Road to SR 417 (FM #423311-1-52-01) and goes with project for Milling and Resurfacing of SR 426 from the Orange County Line to Deep Lake Road (FM #423359-1-52-01)", hereinafter referred to as the "Project"; and more specifically described in Exhibit "A", attached hereto and made a binding part hereof by this reference; and

WHEREAS, this Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the best interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for COUNTY to provide the funds for the Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the COUNTY and the DEPARTMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The purpose of this Agreement is for the DEPARTMENT to commence and complete the Project services as described in Exhibit "A", attached hereto and by this reference made a part hereof in accordance with all applicable documents which form a part of the Project.

3. The COUNTY shall perform necessary preliminary engineering, prepare all design plans for Project FM #423311-1-52-01 suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for Project FM #423311-1-52-01 and provide these to the DEPARTMENT for review and approval.

4. Contribution by the COUNTY of the funds for the Project shall be made as follows:

(A) The COUNTY agrees that it will furnish the DEPARTMENT a Lump Sum contribution of **\$2,000,000.00 (Two Million Dollars and No/100)**, for their share of the Project cost, at least 60 calendar days after execution of this Agreement or no later than October 19, 2009. The DEPARTMENT may utilize this contribution for payment of costs for any phase of Project, FM# 423311-1-52-01 and 423359-1-52-01.

(B) All parties further agree that in the event this Project as described in Exhibit "A" is not constructed or the Agreement is terminated prior to commencement of the services, the funds provided by the COUNTY for the services will be returned to the COUNTY.

(C) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(D) The DEPARTMENT and the COUNTY agree that the payment shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the payment.

(E) If the actual cost of the Project is less than the funds provided the excess will be applied to other phases of the Project, FM# 423311-1-52-01 and 423359-1-52-01 contingent on budget availability.

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without

restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

8. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Florida Department of Transportation

Shirley Matthews
JPA Coordinator/MS 4-549
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5452
shirley.matthews@dot.state.fl.us

Tushar Patel
Project Manager, MS 542
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5161
tushar.patel@dot.state.fl.us

Seminole County

Brett Blackadar, P.E.
Seminole County Public Works Department
Engineering Division
520 West Lake Mary Boulevard
Sanford, Florida 32773
PH: (407) 665-5702
BBlackadar@seminolecountyfl.gov

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2009 and the DEPARTMENT has executed this Agreement this _____ day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: _____
Name: Bob Dallari, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2009 regular meeting.

Attest:

MARYANNE MORSE, Clerk to the Board of
County Commissioners of Seminole County,
Florida.

For use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

County Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: George S. Lovett
Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provision Approval by
Department of Comptroller on:

Exhibit "A"

Scope of Services

Description:

The purpose of this agreement is for Seminole County to provide funding for the Construction of Two Auxiliary Lanes, Milling and Resurfacing of SR 426 from Tuskawilla Road to SR 417, FM #423311-1-52-01. If the total amount of funding provided by the County is not needed for FM #423311-1-52-01, the Department may use the remainder of funding on *goes with project* FM #423359-1-52-01 for Milling and Resurfacing SR 426 from the Orange County Line to Deep Lake Road contingent on budget availability.

EXHIBIT "B"

RESOLUTION/MINUTES

Financial Management Number: 423311-1-52-01 & 423359-1-52-01